



ATI
TOUR PARTICIPANT
AGREEMENT
INCLUDING
RELEASE OF LIABILITY

ADVENTURE TRAVEL INSTITUTE
PO BOX 881 LOYALTON, CA 96118

(530) 318-1506

WEBSITE: www.adventuretravelinstitute.com

EMAIL: adventuretravelinstitute@hotmail.com

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The ADVENTURE TRAVEL INSTITUTE is hereinafter referred to as ATI.

RESERVATION AND APPLICATION

Please call to check availability on a particular ATI program and to tentatively reserve your space. If you are given a tentative space on that program, you must correctly complete, sign, and return to ATI, an ATI APPLICATION FORM, ATI TOUR PARTICIPANT AGREEMENT INCLUDING RELEASE OF LIABILITY, and your deposit. These documents will be sent to you in the ATI APPLICATION PACKET.

These completed documents must be received by ATI within 10 days of making your tentative reservation, or you may lose your space on the program. For the amount of deposits, see INITIAL DEPOSIT PAYMENT GUIDELINES which appears later in this document.

If the applicant is a minor, the ATI APPLICATION FORM and ATI TOUR PARTICIPANT AGREEMENT INCLUDING RELEASE OF LIABILITY must be signed by a parent or legal guardian of the applicant. Only minors traveling with a parent may participate in ATI programs.

DETERMINING YOUR PROGRAM COST

Your total program cost may be different from the published program cost. You may have certain discounts and/or additional charges, depending on your individual situation and plans. Consult with ATI and we will determine your program cost.

SINGLE TRAVELERS

Accommodations are based on double occupancy. If you are traveling alone and wish to share accommodations, we will attempt to assign to you a roommate. If there is no one with whom you can share, or if single accommodations are what you prefer, if available, you must pay a SINGLE SUPPLEMENT FEE. The amount of this fee differs for each program. In addition, on some ATI programs, the opportunity to obtain single accommodations does not exist. This is often related to the difficulty of obtaining acceptable accommodations in remote locations.

INITIAL DEPOSIT PAYMENT GUIDELINES

Once your program cost is determined, you must make an initial deposit payment. This deposit must be received with your ATI APPLICATION FORM and ATI TOUR PARTICIPANT AGREEMENT INCLUDING RELEASE OF LIABILITY to secure your space on an ATI program. The amount of your deposit must be made in accordance with the following guidelines. The amount of your initial deposit is based upon a percentage of your total program cost as follows:

PAYMENT OF INITIAL DEPOSIT MADE:

181 days or more before program's first day:
payment due totaling 33%

91-180 days before program's first day:
payment due totaling 66%

90 days or less before program's first day:
payment due totaling 100%

If you apply for an ATI program 181 days or more before that program's first day, you must make an initial deposit payment of 33% of your total program cost.

If you apply between 91 and 180 days before that program's first day, you must make an initial deposit payment of 66%.

If you apply within 90 days or less before that program's first day, you must make an initial deposit payment of 100%.

GUIDELINES FOR PAYMENT OF BALANCE

After you have made an initial deposit payment to reserve your space, and have been accepted into the ATI program for which you applied, you must pay the balance, if any, according to the following payment schedule:

<u>PAYMENT:</u>	<u>DUE DATE:</u>	<u>AMOUNT DUE:</u>
PAYMENT #2	120 days prior	66% of total
PAYMENT #3	60 days prior	100% of total

*PAYMENT #1 is the initial deposit payment.

Payment #2 is due 120 days prior to the first day of your ATI program. Unless individually arranged, the amount of payment #2 is 33% of your total program cost. When added to the amount of your initial deposit, total payments by this date must equal 66%.

Payment #3 is due 60 days prior to the first day of your ATI program. Unless individually arranged, the amount of payment #3 is 34% of your total program cost. When added to the amount of your initial deposit and payment #2, total payments by this date must equal 100%.

Payments may be made early. If you fail to pay the correct amounts by the stated payment deadlines, your participation on your ATI program may be canceled by ATI, and if canceled, you will forfeit a cancellation fee. It is the sole responsibility of the participant to make payments by due dates. Please consult with ATI if you have any questions or concerns.

PAYMENTS ARE BY CHECK TO ATI

All payments must be made by check. ATI does not accept credit cards. All checks must be made payable to the ADVENTURE TRAVEL INSTITUTE or ATI. To ensure proper credit when sending a payment, please either mark on the check (or attach to it) the name of the participant and the name of the program. Prices quoted are in US dollars, and all payments must be made in US dollars.

ATI CLIENT ACCEPTANCE PROCESS

Remember, our trips aren't for everyone. ATI must formally accept you, or not, into the program. This process will usually include a conversation, the purpose of which is to discuss the conditions to be encountered on the program for which you are applying. This conversation may take place either before or after you have received, correctly completed, and returned the ATI application packet.

To participate on our programs:

- you must have a good understanding of the physical and emotional demands of the adventure.
- you must be physically and emotionally capable of participating in the journey.
- you must enjoy traveling with other clients on small group adventures in remote and/or relatively backward travel areas.

If an applicant is accepted into an ATI program as a participant, that person will be notified by mail and will receive an ATI CONFIRMATION OF ACCEPTANCE.

If an applicant is not accepted into the ATI program for which they apply, they will be notified by telephone as soon as possible, and this status will be later confirmed by mail. If an applicant is not accepted into the ATI program, their initial deposit check will be returned to them, or their initial deposit will be refunded to them by mail without penalty.

RESPONSIBILITY OF PARTICIPANTS

Clients have certain responsibilities to ATI and to other trip members. To participate in an ATI program, each applicant must understand and accept the terms and conditions stated in the ATI APPLICATION FORM, the ATI TOUR PARTICIPANT AGREEMENT INCLUDING RELEASE OF LIABILITY, as well as all other program brochures and information sheets.

These are the terms and conditions you accept when you agree to travel with the ADVENTURE TRAVEL INSTITUTE. They are governed by the laws of the State of California. It is the sole responsibility of the client to understand the terms and conditions implied by ATI in these documents or implied by ATI in consultation with the client. Clients are responsible for selecting a program (perhaps in consultation with ATI) that is appropriate to their interests and abilities, and for preparing for the trip, in part by studying all ATI informative documents and by consulting with ATI.

ATI RESERVES THE RIGHT TO DENY PARTICIPATION IN ANY OF ITS PROGRAMS TO ANY APPLICANT BASED ON ATI'S JUDGMENT CONCERNING THE HEALTH, SAFETY AND WELL-BEING OF ITS CLIENTS, PROGRAM AVAILABILITY, AND OTHER LOGISTICAL CONCERNS, OR FOR ANY OTHER REASON WHICH DOES NOT VIOLATE CALIFORNIA STATE LAW, U.S. FEDERAL LAW, OR THE LAWS OF THE SOVEREIGN NATION WE VISIT.

IF AN APPLICANT IS ACCEPTED AS A PARTICIPANT, BOTH BEFORE AND DURING THE PROGRAM, AT THE DISCRETION OF ATI, A PARTICIPANT MAY BE EJECTED FROM THE PROGRAM, IF ATI DETERMINES THAT THE PARTICIPANT'S FURTHER PARTICIPATION WILL BE DETRIMENTAL TO THE WELL-BEING OF THE GROUP, OTHER GROUP MEMBERS, OR THE INDIVIDUAL. IF A PARTICIPANT IS EJECTED FROM AN ATI PROGRAM PRIOR TO THAT PROGRAM'S FIRST DAY, A REFUND WILL BE GIVEN IN ACCORDANCE WITH THE REFUND POLICIES STATED LATER IN THIS DOCUMENT. IF A PARTICIPANT IS EJECTED DURING A PROGRAM, NO REFUND WILL BE GIVEN.

ATI CLIENT ORIENTATION PROCESS

If you are accepted into an ATI program, you will receive an ATI CONFIRMATION OF ACCEPTANCE. As a part of the ATI orientation process, detailed orientation information will gradually be sent to you. Topics include: your acceptance status, your payment status, important information about travel documents, visas, money and banking, personal health, medical services, travel planning including arrival and departure, clothing and equipment, what to expect, telephone communications, and other important topics to help you prepare for your trip. If you have questions about any aspect of your program, please call ATI ASAP.

CANCELLATION, FEES & REFUNDS

If a participant cancels his/her enrollment in an ATI program for any reason whatsoever, that participant will forfeit a cancellation fee. If a participant cancels his/her enrollment, notification must be sent in writing to:

ADVENTURE TRAVEL INSTITUTE
PO BOX 881
LOYALTON, CA 96118

This cancellation will be effective as of the postmark date on the envelope. If due, a refund check will be mailed to the participant within 45 days of the effective date of cancellation.

If ATI determines that an accepted participant has become unable to participate, ATI will cancel that person's enrollment in the ATI program. This cancellation can take place both before and during the ATI program.

If the enrollment of a participant is canceled by ATI for failure to pay program cost within the payment guidelines established in this agreement, or for any other reason related to an individual's inability to participate, as determined by ATI, that participant will forfeit a cancellation fee.

Cancellation fees will be assessed as a percentage of your total program cost as follows:

IF EFFECTIVE DATE OF CANCELLATION IS:	FEE IS:
151 days or more prior to the first day of your program:	10%
91-150 days prior to the first day of your program:	25%
61-90 days prior to first day of your program:	50%
60 days or less prior to first day of your program:	100%

If the effective date of cancellation is 151 days or more before your program's first day, you will forfeit a cancellation fee of 10% of your total program cost.

If the effective date of cancellation is from 91 to 150 days before your program's first day, you will forfeit a cancellation fee of 25% of your total program cost.

If the effective date of cancellation is from 61 to 90 days before your program's first day, you will forfeit a cancellation fee of 50% of your total program cost.

If the effective date of cancellation is 60 days or less before your program's first day, you will forfeit a cancellation fee of 100% of your total program cost.

RETURNED CHECKS

A \$35 processing fee will be assessed for each check returned to ATI by the drawer's bank.

TRAVEL & CANCELLATION INSURANCE

Remember, if you cancel your participation in an ATI program for any reason, ATI will assess cancellation fees following the guidelines stated above. ATI strongly recommends that you purchase personal travel and cancellation insurance. Although travel and cancellation insurance does not cover every possible reason for cancellation, it may cover you in the event that you need to cancel. The insurance is not expensive and many carriers are available.

MEDICAL, HEALTH & SAFETY

ATI programs journey to exotic adventure travel destinations which are physically and mentally demanding. Participants on ATI programs may encounter conditions which cause physical and/or mental discomfort, and which may be dangerous. Before your program, it is vital that persons with pre-existing medical conditions make them known to ATI as soon as possible, and to list any such conditions on their ATI APPLICATION FORM. During the program, participants are responsible to immediately notify the trip leader of any medical and/or health problem. ATI has the right to disqualify anyone at any time before or during the program if ATI judges that the participant is incapable and/or if a trip member's continued participation will jeopardize the individual involved or other members of the group. Refunds are not given under such circumstances. The regions we visit are remote and backward, and that is why we are

going. Hospital facilities for serious problems are often unavailable, and evacuation may be prolonged and expensive. ATI assumes no liability regarding provisions of evacuation or medical care.

POSSIBLE ADDITIONAL CHARGES AND/OR PROGRAM CANCELLATION BY ATI

Tour costs are subject to increase without prior notice, even if you have already signed up on the trip. We publish our prices well in advance of trip departure. Between that time and the time of the trip's departure, we are occasionally faced with significant cost increases which we cannot absorb, i.e., international currency fluctuations or increases in cost of overseas services. Program fees are based on exchange rates, land costs, U.S. and foreign taxes, minimum number of participants and other costs in effect at the time of printing. In the event that any of these costs should increase or new charges or taxes be applied, the program fee may be adjusted accordingly. ATI reserves the right to cancel a program for any of the above stated reasons, or for any other reason, at any time. If a program is canceled by ATI, a full refund of any fees paid to ATI by the client will be made. However, ATI is not responsible for additional expenses incurred by clients preparing for the program (i.e., nonrefundable "advance purchase" air tickets, visa fees if applicable, equipment, medical expenses, or any other pre-trip expense related to preparing for an ATI program).

DELAYS

The cost of delays is not included if any trip must be delayed due to bad weather, trail conditions, river levels, road conditions, transportation delays, sickness, government intervention, acts of God, or any other contingency for which ATI or its agents cannot make provision.

LOGISTICAL CHANGES

ATI reserves the right to alter your ATI program in any way, including, but not limited to, altering the order of cities or regions visited or to reverse the itinerary, to alter accommodations, program fees, excursions, attractions, or other activities if the visits are rendered impossible for logistical reasons, or for any other reason beyond the control of ATI, and to make any other changes, cancellations or substitutions in emergencies, changed conditions, or in the interest of the safety of program participants. Whenever possible, suitable alternatives will be made.

Although every reasonable effort will be made to follow through with the proposed ATI program, unforeseen circumstances may not allow some aspect of a trip plan to be accomplished. No partial refunds will be given for unused hotel rooms, meals, sightseeing trips, or other program arrangements for any reason whatsoever. Land cost is quoted as a package and credits are not given for services not used due to unforeseen circumstances or logistical decisions made by employees, agents, and representatives of ATI.

CHANGES TO ATI PROGRAMS

Any person wishing to participate as a client on an ATI program must understand and agree that, both before and during the program, ATI may encounter circumstances which cause ATI to change the plan for your program. These changes may include, but are not limited to, changes in activities, schedules, accommodations, dates, and costs.

In addition, the client understands and agrees that ATI has the sole right to evaluate these circumstances, and to decide what changes to the plan for your program are necessary.

The client understands and agrees that ATI has the sole right to determine what constitutes a change, to define a change as minor or major, and to notify program participants, as deemed necessary by ATI, about changes to your program.

As a client participating in an ATI program, you must also understand and agree to accept the judgment of ATI, both before, during, and after your program, concerning these changes, and to support ATI with regard to such changes so as to enhance the overall well-being of the group and its participants.

The client must understand and agree that changes made to the plan for your program by ATI do not constitute grounds for cancellation of the terms and conditions of the ATI TOUR PARTICIPANT AGREEMENT INCLUDING RELEASE OF LIABILITY.

ATI USE OF YOUR IMAGE:

As part of your participation in any ATI program, you unconditionally agree that ATI may use your image, taken as a result of your participation in any ATI program, for any purpose, including promotional, and that you will receive no remuneration whatsoever for use of your image.

RELEASE OF LIABILITY:

This Tour Participant Agreement (hereinafter "Agreement") is entered into by and between the Adventure Travel Institute and

name of participant, hereinafter "the Participant"

concerning the Participant's participation in an Adventure Travel Institute trip or trips (hereinafter "the Trip").

WHEREAS the Adventure Travel Institute has given permission to the Participant to participate in the Trip;

WHEREAS the Participant wishes to participate in the Trip, and such participation is voluntary;

WHEREAS the Adventure Travel Institute and the Participant intend to be legally bound by the terms of this Agreement and in consideration of the permission granted by the Adventure Travel Institute to the Participant to participate in the Trip,

THE ADVENTURE TRAVEL INSTITUTE AND THE PARTICIPANT AGREE AS FOLLOWS:

RELEASE

1. The Participant hereby agrees to release and discharge the Adventure Travel Institute, the owners, employees, agents, and representatives from any and all liability arising out of or in connection with the Participant's participation in the Trip. For the purposes of this agreement, liability means all claims, demands, losses, causes of action, suits, or judgments of any kind that the Participant or his or her heirs, executors, administrators, and assigns may have against the Adventure Travel Institute and any of its owners, employees, agents, and representatives, or that any other person or entity may have against the Adventure Travel Institute and any of its owners, employees, agents, and representatives, because of personal injury, accident, illness or death or because of any loss of, or damage to property that occurs to the Participant or his or her property during the Trip and that results from any cause other than willful misconduct or sole negligence of the Adventure Travel Institute.

INDEMNIFICATION

2. Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, the Participant agrees to save, indemnify and keep harmless the Adventure Travel Institute and each of its owners, employees, agents, or representatives, against any and all liability, claims, judgments, or demands, including the obligations of the Adventure Travel Institute and each of its owners, employees, agents, or representatives on account of any similar Agreement the Adventure Travel Institute, its owners, employees, agents, and representatives has with the Participant, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of

the Participant's participation in the Trip, save and except for claims or litigation arising from willful misconduct of the Adventure Travel Institute, its owners, employees, agents, and representatives and will make good and reimburse the Adventure Travel Institute, its owners, employees, agents, and representatives for any expenditures, including reasonable attorney's fees that the Adventure Travel Institute, its owners, employees, agents, and representatives may make by reason of such matters and, if requested by the Adventure Travel Institute, its owners, employees, agents, and representatives, Participant will defend such suit at the sole cost and expense to the Participant.

PERSONAL PROPERTY

3. The Adventure Travel Institute, its owners, employees, agents, and representatives assume no liability or responsibility whatsoever for any personal property of the Participant brought on the Trip by the Participant.

CONDUCT

4. The Participant covenants and agrees that throughout the Trip, the Participant will conduct himself or herself in accordance with all applicable statutes, ordinances and other laws included but not limited to all Trip rules established by the Adventure Travel Institute, its owners, employees, agents, and representatives and laws, regulations, orders and requirements of duly constituted public authorities of the countries or states where the Trip takes place. The Participant expressly agrees that he or she shall conduct himself or herself in accordance with such laws, rules and/or regulations. The Participant understands and agrees that the use or possession of narcotics or any other illegal substance on the Trip is expressly prohibited. The Participant further understands that his or her violation of any regulations, and/or orders of Adventure Travel Institute owners, employees, agents, and representatives and/or any other lawful authority is grounds for immediate expulsion from the Trip. The Participant shall indemnify and hold the Adventure Travel Institute, its owners, employees, agents, and representatives harmless from the consequences of any violations of such orders, laws, rules, regulations, ordinances, and all claims for damages resulting from such violations including reasonable attorney's fees. The Participant further covenants and agrees that the Adventure Travel Institute's supervisory personnel on the Trip have the right to terminate the Participant's participation in the Trip if it is determined by them that the Participant's conduct is detrimental or in conflict with the program or is out of harmony with the best interest of the group as a whole, in which event the Participant shall return home at his or her own expense.

RESPONSIBILITY

5. The Participant agrees and warrants that the Adventure Travel Institute, its owners, employees, agents, and representatives cannot and shall not be

held responsible in any way for the Participant's safety, needs, or well-being during any period in which the Participant is not directly participating in the Trip, and further recognizes that the Participant does not have the right to use his or her own automobile or to provide his or her own transportation for the Trip unless he or she receives written permission from the Adventure Travel Institute, its owners, employees, agents, and representatives. Should the Participant be given permission to use his or her automobile or own transportation, the Participant acknowledges and agrees that he or she shall be fully liable for all accidents or losses arising out of his or her own use of his or her own automobile or transportation, and hereby releases and discharges the Adventure Travel Institute, its owners, employees, agents, and representatives from all liability for such use as set forth above in the paragraph entitled RELEASE and the paragraph entitled INDEMNIFICATION.

MEDICAL CONSENT

6. In the event of any medical emergency, the Participant agrees to grant to the Adventure Travel Institute, its owners, employees, agents, and representatives on the Trip the full authority to take any action deemed necessary to protect the Participant's health and safety at the Participant's own expense including but not limited to placing the Participant under the care of a doctor or in a hospital or any place for medical examination and/or treatment or returning the Participant to their home at the Participant's own expense if such return is deemed necessary after consultation with medical authorities.

ARBITRATION

7. Except as provided herein, all controversies, claims, disputes, and matters in question arising out of, or related to, this Agreement or the breach thereof, or the relations between the parties shall be decided by arbitration in accordance with the Commercial Arbitration rules, the American Arbitration Association. The parties agree that the arbitration shall take place in Sierra County, California and shall be governed by the laws of the State of California. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including a Federal Court, pursuant to the Federal Arbitration Act. In preparation for the arbitration hearing, each party may utilize all methods of discovery authorized by the California Rules and Civil Procedure and may enforce the right to such discovery in the manner provided by said rules and/or by the California Arbitration Law. The right of the Adventure Travel Institute to terminate this agreement shall not be subject to arbitration.

WAIVER

8. The waiver by the Adventure Travel Institute with respect to any breach of any term, covenant or condition herein contained shall not constitute a waiver as to any such breach that may occur in the future. The Adventure Travel Institute shall be deemed to have waived as to any such breach by the

Participant here under only if the Adventure Travel Institute executes a specific written waiver with respect to such a breach.

MEDICAL INSURANCE

9. The Participant understands and agrees that the Adventure Travel Institute, its owners, employees, agents, and representatives assume no liability for any medical, hospital, and/or related expenses incurred by the Participant while on the Trip. The Participant understands and agrees that as a condition for participation in the Trip, the Participant shall have his/her own health insurance covering any medical expenses the Participant may incur while on the Trip, including, but not limited to, hospitalization expenses. The Participant further represents and warrants that said insurance shall be kept in full force and effect throughout the duration of the Trip and that should the Trip covered by this agreement take place outside of the United States, said health insurance covers the Participant's participation in the Trip. The Participant further agrees to provide proof of said health insurance carrier prior to departure. Copy of proof is to be attached to this Agreement.

MEDICAL INSURANCE INFO

Medical Insurance Carrier:

Policy Number:

Telephone Number:

EMERGENCY INFORMATION:

PERSON TO CONTACT IN AN EMERGENCY
(Parent/legal guardian if under 18 years of age. If both parents are participating in program, please list other relative):

Name:

Relationship:

Address:

City:

State: _____ Zip: _____

Telephone:

Day (_____) _____

Evening (_____) _____

Cellular (_____) _____

ADULT PARTICIPANT AUTHORITY

The Participant represents and warrants that he or she is eighteen (18) years of age or older, has the authority to execute this Agreement, and is not under guardianship, conservatorship, or other legal authority. The Participant acknowledges that he or she has carefully read the contents of the ATI APPLICATION FORM, the ATI TOUR PARTICIPANT AGREEMENT INCLUDING RELEASE OF LIABILITY, as well as the contents of other program brochures and information sheets, and understands and agrees to their terms:

Participant name:

Participant signature:

Date:

Participant mailing address:

Participant telephone number:

MINOR PARTICIPANT AUTHORITY

The parent or legal guardian of the minor participant represents and warrants that he or she has the authority to execute this Agreement. The parent or legal guardian of the minor participant acknowledges that he or she has carefully read the contents of the ATI APPLICATION FORM, the ATI TOUR PARTICIPANT AGREEMENT INCLUDING RELEASE OF LIABILITY, as well as the contents of other program brochures and information sheets, and understands and agrees to their terms:

Minor participant name:

Parent or legal guardian name:

Parent or legal guardian signature: Date:

Parent or legal guardian mailing address

Parent or legal guardian telephone number
